# Memorandum of Understanding

# between

**The Hong Kong Polytechnic University**

**and**

**Name of Company**

This Memorandum of Understanding (“MOU”) is made between The Hong Kong Polytechnic University (“PolyU”) at Hung Hom, Kowloon, Hong Kong and Name of Company (“ABC”) at [address of Company]. PolyU and ABC are individually referred to as a "Party" and collectively as the "Parties". The Parties have reached an understanding on the following:

1. The PolyU is a leading university with extensive technical and professional expertise, know how and facilities to conduct research and development of various technologies.
2. ABC is a company which specialises in [Areas of Expertise].
3. [Name of Department] (“XXX”) is the department of the PolyU which will take part in the project indicated in Clause D below.
4. ABC and XXX wish to jointly apply for Teaching Company Scheme under the University–Industry Collaboration Programme of the Innovation and Technology Fund (“ITF”). The title of the project is [“Title of Project”] (“Project”), which will be submitted to the ITF for consideration in [Time of Submission].

Now, subject to the funding approval under the ITF, it is hereby agreed as follows:

**1. Obligations of PolyU through XXX**

1.1 Provide necessary and appropriate guidance and supervision for the research activity of the Teaching Company Associate (TCA) through PolyU’s Project Coordinator (PC).

1.2 Allow, whenever necessary, the TCA to use facilities available at the PolyU to conduct his/her research activities for the Project subject to rules and regulations of the PolyU as stated in the PolyU student handbook.

1. **Obligations of ABC**

2.1 Provide all the necessary facilities reasonably available to support the TCA’s research activities in the Project.

2.2 Appoint a supervisor from among its own staff to guide and support the TCA’s research activities in the Project.

2.3 Provide, in collaboration with PolyU’s PC, continuous support to the TCA on the development, execution, writing-up, submission and examination of the TCA’s academic research thesis for his/her academic award programme.

2.4 Provide adequate time allowance for the TCA to cater for his/her work in the Project, in acknowledgment of the necessary commitment of the TCA as a registered full-time higher degree student.

* 1. Provide conference grant of $15,000, associated money of $\_\_\_\_\_\_\_\_ and administrative overhead of $\_\_\_\_\_\_\_\_ during the project period for the TCA. The conference grant, associated money and administrative overhead will be paid to PolyU before the Project starts.
  2. PolyU may, at its sole discretion, review and increase the monthly studentship during the study of the TCA. The Partner shall make additional payments in accordance with the adjustment made to the monthly studentship by the PolyU to support the TCA’s study.

**3. Intellectual Property**

* 1. Although the intellectual property right associated with the Project (Project IPR) is owned by ABC under the ITF regulations, the PolyU will be granted an irrevocable, unconditional and royalty-free licence to utilise and explore the Project IPR for any purpose as the PolyU thinks fit including but not limited to teaching, academic research and development as well as commercial activities.
  2. In recognition of PolyU’s contribution to the Project, ABC will grant PolyU X% of the Project IPR and pay PolyU a royalty (“Royalty”) of X% on the total sale of any products (“Products”) resulting from the Project. The Royalty shall be paid on quarterly basis based on the selling price of the Products sold. ABC shall submit, within the first five days of April, July, October and January of each year, an account of the Products sold in the previous quarter to the PolyU for verification and pay the Royalty for that previous quarter within five days after submission of the said account.
  3. Notwithstanding the above, both Parties herewith consent to the production, publication and examination of a higher degree thesis by the TCA as required by applicable academic regulations of the PolyU. It is further agreed that the PolyU staff participating in the Project shall have the right to publish papers, articles or other type of literature for public display which will acknowledge the existence of the Project and cover the general nature of its activities.
  4. Clauses 3.1 to 3.3 shall survive the termination of the MOU.

**4. General**

4.1 This MOU will remain in force until a separate agreement is agreed and signed by both Parties. The MOU will automatically become void if the application for fund is not approved by the ITF. Either Party may terminate this MOU by giving not less than 3 months' prior written notice to the other Party but such termination shall not affect any rights or obligations of the Parties which may have accrued prior to termination or any provisions which are expressly intended to continue in force after termination.

* 1. No Party may assign any rights or obligations under this MOU or any part hereof to any person or entity without the prior written consent of the other Party.

4.3 Both Parties shall use all reasonable efforts to resolve amicably any dispute(s) that may arise concerning this MOU. If not, the dispute(s) shall be finally settled by arbitration in accordance to the arbitration rules of the Hong Kong Special Administrative Region.

4.4 This MOU shall be interpreted in accordance with the laws of the Hong Kong Special Administrative Region.

4.5 Nothing in this MOU, express or implied, is intended to or shall confer upon any person other than the contracting parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this MOU. The Contracts (Rights of Third Parties) Ordinance shall not apply to this MOU.

Dated this day of

For and on behalf of For and on behalf of

## The Hong Kong Polytechnic University ABC

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Prof. Ping-kong Alexander Wai Name:

Position: Vice President (Research Development) Position: